

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Parks and Recreation Department

**AGENDA DATE:** June 26, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** Nanette L. Smejkal, Director, Parks and Recreation,  
(X4283)

**DISTRICT(S) AFFECTED:** 1, 6 and 8

**SUBJECT:**

Request that the Engineering and Construction Management Department be authorized to issue a purchase order to Musco Sports Lighting, a contractor under the Texas Buy Board Purchasing Cooperative, Contract #346-10 for Control Link installation at Blackie Chesher Park, Marty Robbins Park, Galatzan Park, and Irwin J. Lambka Park. Total estimated expenditures are \$96,395.00,

**BACKGROUND/DISCUSSION:**

The City of El Paso can purchase equipment from cooperative purchasing networks at a lower cost off the Buy Board contract from Musco Lighting. The Control Link equipment, remotely controls switch boxes through the City website. A similar system is currently being used at Westside Sports Complex, NE Regional Park and the Blackie Chesher-Escobar fields. This purchase would allow for uniformity in light controls across more athletic fields. The price for equipment using the Cooperative Agreement is \$96,395.00.

**PRIOR COUNCIL ACTION:**

Participation by the City of El Paso in the Texas Buy Board Purchasing Cooperative was approved by City Council on March 4, 2008.

**AMOUNT AND SOURCE OF FUNDING:**

\$96,395.00 – FY2012 & 2013 Certificates of Obligation

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**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**ENGINEERING & CONSTRUCTION MANAGEMENT PROJECT FORM**  
**Texas Buy Board Procurement**

**DATE:** 06/19/2012  
**PROJECT:** Control Link Installation at four parks  
**CONTRACT NO:** 346-10  
**FUNDING SOURCE:** FY 2012 & 2013 Certificates of Obligation  
**DEPARTMENT:** Parks & Recreation Department  
**DISTRICT(S):** 1, 6 & 8

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|                                   |  |
|-----------------------------------|--|
| <b>AGENDA DATE:</b> June 26, 2012 | <b>Lowest responsible bidder</b>           |
|                                   | <b>CONTRACTOR:</b> Musco Sports Lighting   |
|                                   | <b>TOTAL ESTIMATED AMOUNT:</b> \$96,395.00 |

**RECOMMENDATION:**

Request that the Engineering & Construction Management Department be authorized to issue a purchase order to Musco Sports Lighting, a contractor under the Texas Buy Board Purchasing Cooperative, Contract #346-10 for Control Link installation at Blackie Chesher Park, Marty Robbins Park, Galatzan Park, and Irwin Lambka Park. Total estimated expenditures are \$96,395.00.

It is requested that the City Manager of the City of El Paso be authorized to sign any contracts or other documents required to effectuate this award.

This is a Texas Buy Board contract that includes procurement and installation.

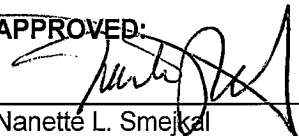
**DESCRIPTION OR EXPLANATION:**

The City of El Paso can purchase equipment from cooperative purchasing networks at a lower cost off the Buy Board contract from Musco Lighting. The Control Link equipment, remotely controls switch boxes through the City website. A similar system is currently being used at Westside Sports Complex, NE Regional Park and the Blackie Chesher-Escobar fields. This purchase would allow for uniformity in light controls across more athletic fields. The price for equipment using the Cooperative Agreement is \$96,395.00.

**TOTAL ESTIMATED AWARD:** \$96,395.00

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**APPROVED:**

  
\_\_\_\_\_  
Nanette L. Smejkal  
Director, Parks & Recreation

## Vendor Contract Information

[Proposal Document](#)[Back](#)

Search:

- ☒ All  
☐ Vendor Discounts Only  
☐ Catalog Pricing Only

[Search by Vendor](#)[Browse Vendor Discounts](#)

### Resources

Vendor Name: Musco Sports Lighting

Address: 109 South Harris #200

Round Rock, TX 78684

Phone Number: (866) 786-1841

Email: [tod.spears@musco.com](mailto:tod.spears@musco.com)Website: [www.musco.com](http://www.musco.com)

Federal ID: 42-1511754

Contact: Tod Spears

Accepts RFQs: Yes

Minority Owned Vendor: No

Women Owned Vendor: No

Contract Name: Parks, Recreation &amp; Field Lighting Products &amp; Installation

Contract#: 346-10

Effective Date: 10/01/2010

Expiration Date: 09/30/2013

Payment Terms: Net 30 days

Delivery Days: 30

Shipping Terms: Free Freight

Freight Terms: FOB Destination

Ship Via: Company Truck

Region Served: All Texas Regions

States Served: All States

Quote Reference Number: 146396

Return Policy: No returns, warranty department covers repairs.

Regulatory Notice: BuyBoard contract pricing does not include bonding or insurance. Each entity must: their individual projects to determine the need for bonding and insurance, including limitation such workers' compensation insurance as may be required by state or local policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

[Leonor Wilson](#)[Business/Finance Manager](#)[City of El Paso](#)[Parks & Recreation Department](#)[915.541.4335](#)



100 1<sup>st</sup> Ave West • PO Box 808 • Oskaloosa, IA 52577  
Phone: (800) 825-6020 • Fax: (888) 397-8736

Date: 2-2-2012

City of El Paso  
El Paso, TX  
Attn: Paula Powell

Texas Buy Board Quotation  
Parks / Recreation & Field Lighting #346-10  
Vendor #528

Re: Control-Link Quotation – City of El Paso Parks

Dear Paula,

Here is the Control-Link Quotation that you requested for the below listed facilities. This quote includes the following...

Equipment, Freight, and Installation by Kendrick Electric.

Blackie Chesser Soccer #3- \$11,190.00

(1) 24" x 48" LCC with REC, DAS, (1) Switch, Protective Switch Cover- 1 Zone Soccer #3

Blackie Chesser Soccer #4- \$10,030.00

(1) REC, (1) Remote Switch Box, (1) Switch- 1 Zone Soccer #4

Blackie Chesser BB/ 1-5- \$19,740.00

(1) 24" x 72" LCC with REC, DAS, (6) Switches, Protective Switch Cover- 6 Zones 1-5 BB/ & 1 Future

Blackie Chesser BB/ #6- \$10,055.00

(1) REC, (1) Remote Switch Box, (1) Switch- 1 Zone BB #6

Galatzan Soccer- \$11,295.00

(1) 24" x 72" LCC with REC, DAS, (1) Switch, Protective Switch Cover- 1 Zone Soccer

Marty Robbins Park BB/ 1-4- \$10,660.00

(1) REC, (1) Remote Switch Box, (5) Switches- 5 Zones 1-4 BB/ & 1 Future

Cloud View Park BB 1-4- \$23,425.00

(1) REC, (1) Remote Switch Box, (5) Switches- 5 Zones 1-4 BB/ & 1 Future

➤ 10 year parts/ 10 year labor warranty on all equipment

#### Equipment Installation

- Turnkey installation of all components by Kendrick Electric is included.
- Activation and testing of systems to ensure all units are fully functional and operational

#### 10 Years Control Link Central Service (CLC)

- 24/7 toll free access to CLC customer scheduling operators
- Access to Musco Control Link Scheduling Website
- REC operations and Website Training for your scheduling staff

**Total Equipment & Installation with 10 years of Service: \$96,395.00\***

**Please note: This quotation is based upon field surveys completed Jan 26<sup>th</sup>, 2012**

**Please note: If all units are purchased and installed at the same time, we would be able to offer a discount of \$5,310.00- Total Project cost of \$91,095.00**

\*Please add applicable sales tax. Freight has been included.

Please feel free to call me to discuss any questions or concerns that you may have.



100 1<sup>st</sup> Ave West • PO Box 808 • Oskaloosa, IA 52577  
Phone: (800) 825-6020 • Fax: (888) 397-8736

Sincerely,

A handwritten signature in cursive script, appearing to read "Rick Van Dusseldorp".

Rick Van Dusseldorp  
Lighting Services Sales Representative  
Musco Lighting  
[rick.vandusseldorp@musco.com](mailto:rick.vandusseldorp@musco.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Holmes Murphy & Assoc - WDM  
PO Box 9207  
Des Moines, IA 50306-9207

CONTACT  
NAME:  
PHONE  
(A/C, No. Ext):  
E-MAIL  
ADDRESS:

FAX  
(A/C, No):

INSURED  
Musco Sports Lighting, LLC  
Attn: Carrie Ferguson  
P O Box 808  
Oskaloosa, IA 52577

| INSURER(S) AFFORDING COVERAGE                       |  | NAIC # |
|---|--|--------|
| INSURER A: EMPLOYERS MUT CAS CO A- XII              |  | 21415  |
| INSURER B: STARR IND & LIAB CO A X c/o RT Specialty |  | 38318  |
| INSURER C:  |  |        |
| INSURER D:  |  |        |
| INSURER E:  |  |        |
| INSURER F:  |  |        |

## COVERAGES

CERTIFICATE NUMBER: 26808344

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER                                    | POLICY EFF (MM/DD/YYYY)                      | POLICY EXP (MM/DD/YYYY)                      | LIMITS  |
|----------|--|--------------------|--|--|--|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability |                    | 2D5362512  | 07/01/11                                     | 07/01/12                                     | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS   |                    | 2E5362512  | 07/01/11                                     | 07/01/12                                     | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |                    | SISCSSEL01525211                                 | 07/01/11                                     | 07/01/12                                     | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A                | 2P5362512<br>2S5362512<br>2M5362512<br>2Z5362512 | 07/01/11<br>07/01/11<br>07/01/11<br>07/01/11 | 07/01/12<br>07/01/12<br>07/01/12<br>07/01/12 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: City of El Paso Control Link, No. 157135

City of El Paso is included as an Additional Insured on the Commercial General Liability policy for work performed for them by the Named Insured when required by written contract or agreement. City of El Paso is included as an Additional Insured on the Auto Liability policy when required by written contract or agreement.

## CERTIFICATE HOLDER

City of El Paso

2 Civic Center Plaza

El Paso, TX 79901

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond 105729433

AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**  
Musco Sports Lighting, LLC  
100 1st Avenue, West  
Oskaloosa, IA 52577

**SURETY**  
Travelers Casualty and Surety Company of America  
One Tower Square  
2SHS  
Hartford, CT 06183

**OWNER (Name and Address):**  
City of El Paso  
2 Civic Center Plaza  
El Paso, TX 79901

**CONSTRUCTION CONTRACT (Purchase Order)**

**Date:**

**Amount:** \$91,095.00

**Description (Name and Location):** City of El Paso Control Link - Recreation & Field Lighting #346-10 - Project 157135  
City of El Paso Parks - Marty Robbins/Galatzan/Cloud View/Blackie Chesser

**BOND**

**Date (Not earlier than Construction Contract Date):**

**Amount:** \$91,095.00

**Modifications to this Bond:**

☐ None

☒ See Page 3

**CONTRACTOR AS PRINCIPAL**

**Company:** Musco Sports Lighting, LLC (Corporate Seal)

**Signature:**  
**Name and Title:**

**SURETY**

(Corporate Seal)  
Travelers Casualty and Surety Company of America

**Signature:**  
**Name and Title:**  
Dean M. Clark, Attorney-in-Fact

(Any additional signatures appear on page 3)

Non-Resident TX Licensed Agent

(FOR INFORMATION ONLY—Name, Address and Telephone)

**AGENT or BROKER:**

Reynolds and Reynolds, Inc.  
300 Walnut, Suite 200  
Des Moines, IA 50309

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-



able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY

(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Bond 105729433

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Musco Sports Lighting, LLC  
100 1st Avenue, West  
Oskaloosa, IA 52577

**SURETY (Name and Principal Place of Business):**

Travelers Casualty and Surety Company of America  
One Tower Square  
2SHS  
Hartford, CT 06183

**OWNER (Name and Address):**

City of El Paso  
2 Civic Center Plaza  
El Paso, TX 79901

**CONSTRUCTION CONTRACT (Purchase Order)**

Date:

Amount: \$91,095.00

Description (Name and Location): City of El Paso Control Link - Recreation & Field Lighting #346-10 - Project 157135  
City of El Paso Parks - Marty Robbins/Galatzan/Cloud View/Blackie Chesser

**BOND**

Date (Not earlier than Construction Contract Date):

Amount: \$91,095.00

Modifications to this Bond:

None

YES See Page 6

**CONTRACTOR AS PRINCIPAL**

Company: Musco Sports Lighting, LLC (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

(Any additional signatures appear on page 6)

**SURETY**

Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: Dean M. Clark, Attorney-in-Fact  
Non-Resident TX Licensed Agent

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Reynolds & Reynolds, Inc.

300 Walnut, Suite 200

Des Moines, IA 50309

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this

Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

#### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

#### SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY  
Company:

(Corporate Seal)

Signature:  
Name and Title:  
Address:

Signature:  
Name and Title:  
Address:


Limited Maintenance Provision

Rider

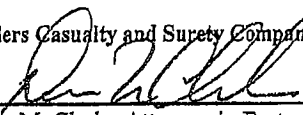
To be attached to and form part of bond no. 105729433 issued by the Travelers Casualty and Surety Company of America on behalf of Musco Sports Lighting LLC in the amount One Hundred Sixty-Seven Thousand Two Hundred Fifty and No/100ths (\$91,095.00) dated                      in favor of City of El Paso for City of El Paso Control Link - Recreation & Field Lighting #346-10 Project 157135 City of El Paso Parks - Marty Robbins/Galatzan/Cloud View/Blackie Chesser

Principal shall guarantee that the work will be free of defective materials and workmanship for a period of Twelve (12) months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Musco Sports Lighting LLC

By: 

Travelers Casualty and Surety Company of America

By:   
Dean M. Clark, Attorney-in-Fact  
Licensed Texas Agent



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223002

Certificate No. 004543100

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dean M. Clark, Diane M. Vanderpool, Judy L. Gearhart, Sandra K. Bell, Rhonda S. Siberz, Stanley J. Reynolds,  
 John F. Pray, Jr. (Jack), and James Edgar Williamson

of the City of Des Moines, State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of September, 2011.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: \_\_\_\_\_

George W. Thompson, Senior Vice President

On this the 16th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

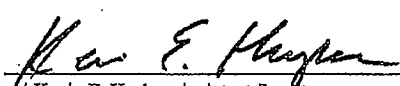
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER